

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

HELENA AGRI-ENTERPRISES, LLC,

Plaintiff,

v.

CASE NO. 1:18-CV-00963-RJJ-RSK

Honorable Chief Judge Robert J. Jonker

GREAT LAKES GRAIN, LLC; BOERSEN
FARMS AG, LLC, A MICHIGAN LIMITED
LIABILITY COMPANY, BOERSEN
FARMS, INC. A MICHIGAN
CORPORATION, BOERSEN AG
PARTNERS, LLC, A MICHIGAN LIMITED
LIABILITY COMPANY, DENNIS
BOERSEN, ARLAN BOERSEN, SANDRA
BOERSEN,

Defendants.

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**PLAINTIFF'S MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS UNDER
RULE 12(c) AS TO ITS ACCOUNT STATED AND GUARANTY CLAIMS, AND FOR
JUDGMENT AS TO LIABILITY ONLY ON ITS BREACH OF CONTRACT CLAIMS**

Plaintiff Helena Agri-Enterprises, LLC ("Helena"), through its attorneys, Dykema Gossett PLLC, hereby moves for partial judgment on the pleadings pursuant to Federal Rule of Civil Procedure 12(c) as to counts VII through X of its Complaint for Account Stated and Breach of Guarantees, and for judgment as to liability only on its Breach of Contract claims alleged in

Counts II through VI of the Complaint. In support of its motion, Helena submits the accompanying Brief.

In accordance with W.D. Mich. LR 7.1(d), the undersigned counsel contacted Defendants' counsel to request concurrence in this motion, but no concurrence was reached.

WHEREFORE, for the reasons stated in the accompanying Brief, Helena respectfully requests that this Court:

- (1) grant its Motion for Partial Judgment on the Pleadings under Rule 12(c);
- (2) enter judgment for Helena on each of its Account Stated claims in Counts VIII through X of the Complaint as prayed for under those Counts, without prejudice to Helena obtaining a subsequent judgment and recovering on the additional accrued and continuing to accrue fees, costs, and interest under other claims alleged in the Complaint;
- (3) enter judgment for Helena against the Guarantor Defendants on each Guaranty Agreement as alleged in Count VII of the Complaint, up to the full amount of the judgment on the Account Stated claims, without prejudice to Helena obtaining a subsequent judgment against the Guarantors and recovering on the additional accrued and continuing to accrue fees, costs, and interest under other claims alleged in the Complaint;
- (4) enter judgment for Helena on each of its Breach of Contract claims as alleged in Counts II through VI of the Complaint, as to liability only; and
- (5) grant such further relief as the Court deems just.

Dated: November 15, 2018

Respectfully submitted,
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff

By: /s/ Mark J. Magyar (P75090)